

UNITED STATES DISTRICT COURT  
FOR EASTERN DISTRICT OF VIRGINIA

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DOUGLAS M. LOY )  
2303 14<sup>TH</sup> Street NW )  
Apt. 617 )  
Washington, DC 20009 )  
 )  
Plaintiff, )  
 )  
v. )  
 )  
THE DIOCESE OF ARLINGTON ) 1:18-cv-1162-LO/JFA  
200 North Glebe Road )  
Arlington, VA 22203 )  
 )  
SAINT AGNES CATHOLIC SCHOOL )  
2024 North Randolph Street )  
Arlington, VA 22207 )  
 )  
Defendants. )  
\_\_\_\_\_  
)

**ANSWER**

COME NOW defendants, The Diocese of Arlington (“Diocese”) and Saint Agnes Catholic School (“Saint Agnes”), by counsel, and for their Answer to the Complaint state as follows:

**FIRST DEFENSE**

Defendants respond to the individually numbered paragraphs and counts in the Complaint as follows:

1. Defendants deny the allegations in Paragraphs 1, 2, 3, 4, 5, 6, 7, 9, 10, 13, 17, 18, 21, 22, 29, 31, 32, 33, 35, 36, 37, 38, 39, 41, 42, 43, 44, 45, 46, 47, 48, 50, 51, 52, 53, 54, 55, 56, 57, 58, 59, 63, 64, 65, 66, 67, 71, 74, 75, 77, 78, 79, 80, 81, 82, 83, 84, 86, 87, 88, 89, 90, 91, 92, 93, 94, 95, 96, 97, 98, 99, 101, 102, 104, 105, 107, 108, 110, 111, 112, 113, 114, 115, 116, 117.
2. Defendants are without sufficient information at this time to admit or deny the

allegations in Paragraphs 11, 12, 14, 15, 34, 49, 85, and Defendants demand strict proof thereof.

3. Defendants admit the allegations in Paragraphs 8, 11, 12, 16, 19, 20, 24, 30, 73, 109.

4. In response to Paragraph 23, it is admitted that Mr. Loy taught social studies and history when he began his employment in 2001. It is denied that these were his only responsibilities, and it is denied that his primary duties during his tenure as a teacher at Saint Agnes Catholic School were not religious in nature. Defendants further assert that Mr. Loy taught other classes at various times, including Religion classes.

5. In response to Paragraphs 25, 26, 27, 28, Defendants admit Mr. Loy and Defendants executed a contract for 2017-2018 school year. Defendants deny the contract referred to in these Paragraphs was executed on 4/23/17. The Contract was executed by Mr. Loy on 4/25/17, by the Principal on 4/29/17, by the Pastor on 5/2/17, and by the Superintendent of Schools on 6/30/17.

6. In response to Paragraphs 40, 60, 61 and 62, it is admitted only that at various times Mr. Loy complained about the number of students he taught and not receiving the support that he believed he should receive. Defendants deny that Mr. Loy made complaints of “workplace discrimination.” Defendants deny that Mr. Loy made complaints about discrimination based upon his age. Defendants deny that Mr. Loy received any disparate treatment or was otherwise treated differently than other teachers.

7. In response to Paragraphs 68, 69, 70, and 72, Defendants admit only that the contract includes certain language referenced in these Paragraphs. Defendants deny that Mr. Loy was terminated because of “hurt feelings” and/or one incident of “yelling” at a teacher. The allegations are further denied as inaccurate and/or incomplete statements of the terms of the contract.

8. In response to Paragraph 76, the allegations are denied as phrased on the grounds that the allegations are vague and confusing. Defendants admit and assert that Plaintiff was ultimately terminated from his employment for cause. Defendants further assert that Plaintiff's termination was neither discriminatory nor retaliatory and was wholly justified and in accordance with the parties' contractual obligations and Virginia law.

9. In response to Paragraphs 100, 103, and 106, it is admitted only that Va. Code § 63.2-1509 and § 22.1-291.3, which speak for themselves, require certain individuals, including school teachers, to report suspected child abuse. It is denied that Mr. Loy's so-called "report" to Ms. Carr on January 17, 2018 was a report made in accordance with Va. Code § 63.2-1509 and § 22.1-291.3, and it is denied that Mr. Loy "did precisely what Virginia law required him to do."

10. Any allegation or claim not otherwise addressed herein above is denied.

11. Defendants deny that they are indebted to the plaintiff under any theory of law, and demand strict proof thereof.

## **SECOND DEFENSE**

Plaintiff's claims are barred by the Establishment Clause and Free Exercise Clause of the First Amendment to the United States Constitution and the "ministerial exception." *Hosanna-Tabor Evangelical Lutheran Church and School v. Equal Employment Opportunity Commission*, 565 U.S. 171 (2012). Defendants are a religious employer and Plaintiff was a "minister" as recognized by law based upon the functions he performed as a teacher at St. Agnes Catholic School, including, among other functions, teaching 8<sup>th</sup> grade Religion, preparing Saint Agnes students for Confirmation, participating in the Confirmation Mass, attending religious services with the students, leading the school in the Christmas Prayer program, creating and directing the Living Stations program on Holy Thursday, administering the ACRE test, participating on the

Virtue Committee, leading school wide prayer services for a Thanksgiving service project, participating on the Catholic Schools Week Committee, and regularly engaging in cross-curricular activities in order to incorporate the Catholic faith into secular lessons by combining History and Religion and using things such as icons and religious paintings in his teaching.

### **THIRD DEFENSE**

Defendants deny that Plaintiff suffered any violation of federally protected rights. Defendants deny that they ever discriminated against Plaintiff in any manner, including on the basis of age, and further deny that they ever retaliated against Plaintiff for engaging in any protected activity. Defendants state that all actions taken concerning Plaintiff's employment status, including his eventual termination, were wholly based on legitimate non-discriminatory and non-retaliatory reasons.

### **FOURTH DEFENSE**

Defendants deny that this Court has subject matter jurisdiction over the Plaintiff's state law claims (Counts III, IV, and V) in this matter.

### **FIFTH DEFENSE**

Defendants assert that Plaintiff's termination neither violated Virginia statutory or common law nor breached any term of any contract between the parties. Plaintiff's termination was neither discriminatory nor retaliatory and was wholly justified and in accordance with the parties' contractual obligations and Virginia law.

### **SIXTH DEFENSE**

Defendants deny that Plaintiff was injured or damaged in the manner or to the extent alleged or claimed by Plaintiff in this case and demand strict proof of all injuries and damages claimed and further states that Plaintiff has failed to mitigate his damages.

## **SEVENTH DEFENSE**

Defendants reserve the right to rely upon any and all additional defenses which may become known throughout discovery and through evidence presented at trial without waiver.

## **TRIAL BY JURY IS DEMANDED**

WHEREFORE, having answered, the Defendants, The Diocese of Arlington, and Saint Agnes Catholic School, by counsel, move the Court to dismiss the Complaint and award their costs expended on their behalf.

**THE DIOCESE OF ARLINGTON and SAINT  
AGNES CATHOLIC SCHOOL**  
By Counsel

/s/

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*Counsel for Defendants The Diocese of Arlington and  
Saint Agnes Catholic School*

**CERTIFICATE OF SERVICE**

I hereby certify that on this 19<sup>th</sup> day of November, 2018, I electronically filed the foregoing Answer, with the clerk of court using the CM/ECF system which such system will send a notification of filing to the following counsel of record:

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/s/

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